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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-3495
FAX (603) 271-1953

May 8, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the NH Department of Education to enter into a **sole source** contract with Richard J. Farrell, of Nashua, New Hampshire (Vendor code 252014) in an amount not to exceed \$153,400.00 to provide investigative services pertaining to complaints of educator misconduct effective upon Governor and Council approval. *Thru 6/30/2021 100% other*

Funds are anticipated to be available in the account titled Education Credentialing in FY 20 and FY 21 upon the availability and continued appropriation of funds in the future operating budget with the ability to adjust encumbrances between fiscal years through the budget office without Governor & Council approval if needed and justified.

	<u>FY 2020</u>	<u>FY 2021</u>
06-56-56-566510-90080000-102-500731	\$76,700.00	\$76,700.00
Contracts for Program Services		

EXPLANATION

The Department is requesting this be a **sole source** contract due to the fact that Mr. Farrell, sole proprietor, has provided these services to the Department of Education for the past 6 years and as such, has built a deep knowledge base in this area and has developed extensive relationships within the education community. In addition to his experience at the Department of Education, Mr. Farrell has 30 years of law enforcement experience with the New Hampshire State Police.

The NH Department of Education is an executive branch agency of the State of New Hampshire. It is responsible for providing regulatory direction, consulting services, and technical assistance to the State's elementary and secondary schools.

The administrative rule governing the investigation of educator misconduct (Ed 511.05) stipulates that "the state board of education shall conduct such investigations as it deems necessary to examine acts of possible misconduct that come to its attention through complaints or other means." This administrative responsibility is assigned to the Director, Division of Educator Support and Higher Education. As such, the NH Department of Education, Division of Educator Support and Higher Education, needs the services of an individual who has the knowledge and experience necessary to investigate complaints of educator misconduct.

Complaints are received from superintendents of schools, principals, police departments, the NH Department of Health and Human Services, attorneys, media, and the public. The current case load has increased 15% primarily due to the implementation of the Educator Code of Conduct. The investigator must coordinate and implement the protocols for the investigation of complaints as outlined in Administrative Rules 510 and 511. The investigator will investigate complaints of restraint and seclusion of students as necessitated by the passage of RSA 126.

Should other funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

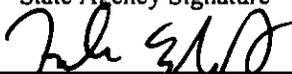
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 101 Pleasant St., Concord, NH 03301	
1.3 Contractor Name Richard Farrell		1.4 Contractor Address 36 Arrow Lane, Nashua, NH 03060	
1.5 Contractor Phone Number 603-880-7278	1.6 Account Number 06-56-56-566510-90080000-102-500731	1.7 Completion Date 6/30/2021	1.8 Price Limitation \$153,400
1.9 Contracting Officer for State Agency Michael Seidel		1.10 State Agency Telephone Number 603-271-0256	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Richard Farrell, Investigator	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merimack</u> On <u>5/14/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 		PATRICIA M. EDES, Notary Public State of New Hampshire My Commission Expires Jan. 24, 2023	
1.13.2 Name and Title of Notary or Justice of the Peace Patricia M. Edes, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Frank Edelblut Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Hannie A. Rudis</u> Director, On: <u>6-7-2019</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>JUNE 6, 2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

SERVICES TO BE PROVIDED

1. The investigator will implement the protocols for the investigation of teacher misconduct complaints as outlined in Education Rule 511.05 (www.gencourt.state.nh.us/rules/ed500.html).
2. At the request of the Chief, Governance Unit, NH Department of Education, initiate investigations of complaints that come to the attention of the Chief.
3. Coordinate with agencies that are involved in the local, state, and federal investigation of educator misconduct.
4. After a thorough investigation, develop a report for review by the Chief of the Governance Unit.
5. Maintain an accurate, confidential secure file management system including computer applications on investigations and disciplinary actions against certified educators.
6. Collaborate with the NH Department of Safety, Division of State Police, and the Central Repository of Criminal Records on issues related to school employment background investigations.
7. Investigate complaints of restraint and seclusion of students per RSA 126.
8. Offer trainings or presentations to school districts, nonpublic schools or other organizations as part of a team that includes supervision from one or more employees of the NH Department of Education.

Contractor Initials *RF*

Date *5/19/19*

EXHIBIT B

BUDGET

	FY 20	FY 21
\$50.00/hour X 1,500 hours/1500 hours	\$75,000	\$75,000
Cost of Liability Insurance	1,700	1,700
Total	\$76,700	\$76,700

Limitation on Price: This Contract will not exceed \$153,400.

Source of Funding: Funding for this contract is 100% Other funds from the account titled Education Credentialing as follows:

	<u>FY20</u>	<u>FY21</u>
06-56-56-56-566510-90080000-102-500731	\$ 76,700.00	\$ 76,700.00
Contracts for Program Services		

Method of Payment: Payment to be made on the basis of weekly or bi-weekly invoices which are support by a summary of activities that have taken place in accordance with the terms and conditions of the contract as state in Exhibit A. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed.

Invoices will be submitted to:

New Hampshire Department of Education
101 Pleasant Street
Concord, NH 03301
Attention: Michael Seidel
Director, Educator Support and Higher Education

Contractor Initials B

Date 5/14/19

EXHIBIT C
Special Provisions

- 1) A certificate of Good Standing issued by the Secretary of State is not required for individuals contracting in their own name (as individuals, not as business organizations).
- 2) A contractor who is contracting in his or her individual capacity does not need a Certificate of Vote/Authority, but the contractor must represent in the contract Exhibit C of the Form P-37, that he or she is a sole proprietor of the business.
 - a. I, Richard J. Farrell, am a sole proprietorship. As such, **I am not** a corporation, partnership, or limited liability company etc.
- 3) Provisions of Form P-37 paragraph 15 (workers' compensation) does not apply to this contract.
- 4) The NH Department of Education shall provide the necessary space, cell phone, telephonic, and IT infrastructure for the contractor to perform his duties.

Contractor Initials RF

Date 3/14/19

EXHIBIT D**Contractor Obligations**

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contractor Initials

Date

[Signature]
5/14/19

Exhibit E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor Initials
Date

RF
5/18/19

Exhibit F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfillin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials

Date

BT
5/14/19

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information (including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Contractor Initials

Date

RT
5/14/19

Exhibit H

Termination

a. Termination for Cause

The DOE may terminate the Contract for cause for reasons including but not limited to the following circumstances:

1. Contractor's failure to perform the services as detailed herein and in any modifications to the Contract.
2. Contractor's failure to complete the Contract within the timeframe specified herein and in any modifications to the Contract.
3. Contractor's failure to comply with any of the material terms of the Contract.
If the DOE contemplates termination under the provisions of Subsections a.1., a.2., or a.3 above, the DOE shall issue a written notice of default describing the deficiency. The Contractor shall have five (5) business days to cure such deficiency. In the event the Contractor does not cure such deficiency, the DOE may terminate the Contract without further consideration by issuing a Notice of Termination for Default and may recover compensation for damages.
If, after the Notice of Termination for Default has been issued, it is determined that the Contractor was not in default or the termination for default was otherwise improper, the termination shall be deemed to have been a Termination for Convenience.

b. Termination for Convenience

The DOE may terminate the Contract for convenience, in whole or in part, when, for any reason, the DOE determines that such termination is in its best interest. The contract can be terminated due to reasons known to the non-Federal entity, i.e., including but not limited to program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. The Contract termination is effected by notifying the Contractor, in writing, specifying that all or a portion of the Contract is terminated for convenience and the termination effective date. The Contractor shall be compensated only for work satisfactorily completed prior to the termination of the Contract. The Contractor is not entitled to loss or profit. The amount due to the Contractor is determined by the DOE.

In the event of termination for convenience, the DOE shall be liable to the Contractor only for Contractor's work performed prior to termination.

c. The DOE's Right to Proceed with Work

In the event this Contract is terminated for any reason, the DOE shall have the option of completing the Contract or entering into an agreement with another party to complete services outlined in the Contract.

Contractor Initials

Date

RF
5/14/19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Foy Insurance Group - Nashua 350 Main St Nashua NH 03060	CONTACT NAME: Dave Drapeau
	PHONE (A/C No. Ext): (603) 883-1587 FAX (A/C No.): (603) 883-0997 E-MAIL ADDRESS: dave.drapeau@foyinsurance.com
INSURED Richard J. Farrell Jr. 36 Arrow Lane Nashua NH 03060	INSURER(S) AFFORDING COVERAGE
	INSURER A: Scottsdale Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: Master 1/2019-2020 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:				1/14/2019	1/14/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Errors & Omissions \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omission liability				1/14/2019	1/14/2020	Each occurrence 1,000,000 Aggregate limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contracted Investigator for Educator Misconduct

CERTIFICATE HOLDER patricia.edes@doe.nh.gov; State of New Hampshire Department of Education 101 Pleasant St Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Michael Foy/MCAROL

FOY INS-NASHUA
350 MAIN ST
NASHUA, NH 03060

PROGRESSIVE
AUTO

RICHARD J FARRELL JR
KAREN R FARRELL
[REDACTED]
[REDACTED]

Policy Number: 66162490
Underwritten by:
Progressive Northern Insurance Co
March 8, 2019
Policy Period: Dec 21, 2018 - Jun 21, 2019
Page 1 of 4

1-603-883-1587
FOY INS-NASHUA
Contact your agent for personalized service.

progressiveagent.com
Online Service
Make payments, check billing activity, update
policy information or check status of a claim.

1-800-274-4499
To report a claim.

Auto Insurance Coverage Summary

This is your Declarations Page

Your policy information has changed

Your coverage began on December 21, 2018 at 12:01 a.m. This policy expires on June 21, 2019 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for a vehicle may not be combined with the limits for the same coverage on another vehicle. The policy contract is form 9611A NH (12/15). The contract is modified by forms 4884 NH (09/08) and A233 NH (03/17).

Policy changes effective March 8, 2019

Changes requested on:	Mar 8, 2019 02:09 p.m.
Requested by:	Karen R Farrell
Premium change:	\$0.00
Changes:	LOGIX FEDERAL CREDIT UNION has been added as a lienholder on the 2019 INFINITI QX60. DIGITAL FCU has been removed as a lienholder on the 2019 INFINITI QX60.

Drivers and resident relatives

	Date of birth	Gender	Marital status
Richard J Farrell JR	[REDACTED]	Male	Married
Additional information:	Named insured, rated		
Karen R Farrell	[REDACTED]	Female	Married
Additional information:	Named insured, rated		
Kayleigh Farrell	[REDACTED]	Female	Single
Additional information:	rated		
Nicholas Thompson	[REDACTED]	Male	Single
Additional information:	rated		

Vehicle	Lienholder	Additional interest
2018 AUDI A4 [REDACTED]	VW Credit Leasing LTD Libertyville, IL 60048	VW Credit Leasing LTD Libertyville, IL 60048
2019 INFINITI QX60 [REDACTED]	LOGIX FEDERAL CREDIT UNION TUKWILA, WA 98138	

Company officers



Secretary

For company use only

Year	Make	Model	VIN	Make	Model	Style	Auxiliary
2012	NISSAN	FRONTIER	[REDACTED]	NS	FR	EK	XX
2015	TOYOTA	AVALON	[REDACTED]	TY	AV	46	XX
2018	AUDI	A4	[REDACTED]	AU	A4	44	XX
2019	INFINITI	QX60	[REDACTED]	FN	X6	5K	19

RICHARD J. FARRELL, JR.

EMPLOYMENT HISTORY

July, 2013-to-Present

Investigator: New Hampshire Department of Education

Division of Program Support: (Bureau of Credentialing): Contractor

- Conduct investigations into Educator Misconduct (Certified Educators) throughout the State of New Hampshire.
- Maintain Case Logs and Case Management Systems.
- Prepare cases for hearings (Revocations) before the State Board of Education.
- Conduct Training for Certified Educators in New Hampshire concerning Educator Misconduct.
- Coordinate with Local and State Police, Department of Health and Human Services (DCYF), and School Administrative Units.
- Investigate violations of RSA 126-U (Restraint and Seclusion).
- Investigate violations of Title XV-Chapter 193-D
- Conduct Felony Background Checks pursuant to RSA 189:13-a.

April, 2013-to-Present

**Bail Commissioner (9th Circuit Court-Nashua)
Justice of the Peace (2007-Current)**

May, 2012-to-2013

**Nashua School District
Substitute Teacher
High School/Middle School**

March 1, 2012

New Hampshire State Police Retirement

2001-to-March 1, 2012

N.H. STATE POLICE (Narcotics Investigations Unit)

New Hampshire Drug Task Force (Department of Justice)

Operations Officer

- Coordinate/Supervise all Task Force Criminal Investigations (2010: 1,044 Cases).
Two (2) Task Force Title III Federal Intercept Investigations
- Supervise/Manage four (4) "Off-Site" facilities.
 1. Concord
 2. Portsmouth
 3. Newport
 4. Twin Mountain
- Supervise/Manage twenty-four (24) "Undercover Police Investigators."
- Coordinate/Supervise two (2) civilian support staff and one (1) National Guard Analyst (USAAF Counter-Drug Mission)
- Coordinate/Manage Task Force Operations with New Hampshire State Police, DEA, HIDTA, FBI, ATF, and Local/County Law Enforcement.
- Manage Task Force vehicle fleet (Twenty-Eight unmarked police vehicles).
- Manage Task Force Communications Systems inclusive of Vehicle radios Portable radios, and Unit telecommunications.
- Manage/Supervise Overtime Accounts and "Purchase of Evidence" Accounts (\$100,000.00).
- Supervise/Manage all Task Force Criminal Reports, Grand Jury Presentations, Probable Cause Hearings, and Arraignments.
- Coordinate Grant Management site inspections.

June 1999 – July 2001

N. H. STATE POLICE (Narcotics Investigation Unit)

New Hampshire Drug Task Force

Administrative Officer – June 1999 – 2001

September 1982-June 1999

N.H. STATE POLICE – TROOP B -June 1998-June 1999

Sergeant (Patrol Supervisor)

- Managed 8 – 25 Troopers
- State Police Prosecutors School
- Adjunct Training Instructor responsible for completing yearly evaluations for subordinates and conducting “Troop Level” Internal Affairs investigations.
- Maintained and administered automotive fleet (35 vehicles).
Supervised and approved all motor vehicle accident investigations inclusive of all fatal motor vehicle incidents (approximately 1,250 investigations).
- Supervised all first-responses to State Police criminal investigations for individual platoon.
- Liaison with wrecker operators regarding all State Police tow issues.

Corporal (Midnight Patrol Supervisor) – January 1996 – June 1998

Corporal (Supervisor) – July 1992 – January 1996

Prosecutor – October, 1990 – July 1992

- Managed 30 Troopers.
- Responsible for establishing policies and procedures for this program.
- Prosecuted over two hundred (200) DWI cases and over three thousand (3000) other motor vehicle trials, probable cause hearings and arraignments in seven (7) District Courts.
- State Police Liaison with the various District Court judges.
- Instructor in the State Police Prosecutor School and Part-time Officer Prosecutor School.

Special Investigations Unit (Auto Theft Unit)

Detective Trooper – January 1990 – October 1990

Detective Trooper – January 1988 – January 1990

- Investigated cases including serious child abuse, sexual assaults upon children, burglaries, assaults, questionable and untimely deaths and homicides.
- Coordinated Negligent Homicide (Motor Vehicle) investigations
- Established a strong network involving DCYF, the Hillsborough County Attorney, Chief Medical Examiner and numerous local Police Chiefs.

Trooper –October 1983 – January 1988

- Responsible for patrolling rural areas of Southern Hillsborough County and the Interstate Highway System
- Assigned as a Field Training Officer during this time.

Trooper Trainee – September 1982 – October 1983

- Completed Police Standards and Training Academy in November 1982.

1981 – 1982

LOWELL SCHOOL DEPARTMENT: Lowell, Massachusetts

Teacher

1979 – 1981

BISHOP GUERTIN HIGH SCHOOL, Nashua, New Hampshire

Teacher/Coach

- English teacher dealing specifically with the instruction of writing, grammar and American literature.
- Football coach
- Voted “Teacher of the Year” 1979-1980

EDUCATION

Drug Enforcement Administration (DEA)

National Academy -- Drug Unit Commanders Academy (DUCA)
Quantico, Virginia -- *June 2001*

NESPAC (New England State Police Administrative Compact)

Non-Commissioned Officer School – Massachusetts State Police Academy – 1992

N.H. Police Standards and Training Academy

New Hampshire Certification – 1982

University of Massachusetts (Lowell) – 1976 – 1979

- B.A. (Sec. Ed/English)
- Massachusetts Cert. Ed. – 1979 (*Expired*)
Student Teaching completed November – 1978

University of Notre Dame, South Bend, IN – 1975

REFERENCES

ATTACHED